

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MITCHELL REPAIR INFORMATION
COMPANY, LLC,

Plaintiff,

vs.

JESSE KEBEL a/k/a Jesse Kabel d/b/a
www.wiring-diagram.com,

Defendant.

No.

COMPLAINT

For its Complaint against defendant Jesse Kebel a/k/a Jesse Kabel d/b/a www.wiring-diagram.com, ("Kebel") Plaintiff Mitchell Repair Information Company, LLC ("MRIC") by and through its attorneys, hereby states and alleges as follows:

INTRODUCTION

Plaintiff MRIC is a manufacturer of a variety of informational software products for the automotive industry. Kebel currently sells automotive wiring diagrams to purchasers via the world wide web. Kebel has been pirating MRIC's software products in violation of federal copyright law. MRIC now seeks damages and injunctive relief against Kebel.

JURISDICTION AND VENUE

COMPLAINT -- 1

M38671-1257998

GRAHAM & DUNN PC
Pier 70, 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

1 6. Prior to February 7, 2000, MRIC created an original computer software program
2 designed to assist automotive technicians in conducting diagnostic and repair work, which it
3 called "Mitchell On-Demand: Computerized Repair Information System" ("Mitchell On-
4 Demand"). MRIC markets "Mitchell On-Demand" in both compact disc (CD) and digital video
5 disc (DVD) formats to end users through independent regional sales representatives. Updated
6 versions of "Mitchell On-Demand" are created on a quarterly basis. The suggested retail price
7 for a single user subscription to the most current version of "Mitchell On-Demand" is \$5,719.00
8 per year. The price to renew a single user subscription to "Mitchell On-Demand" is \$2,209.00
9 per year. Typically, a single user will renew a subscription to "Mitchell On-Demand" twice.

10
11
12 7. "Mitchell On-Demand" is a "computer program" within the meaning of 17 U.S.C.
13 § 101, and constitutes copyrightable subject matter under 17 U.S.C. § 102.

14 8. MRIC has secured the exclusive rights and privileges in, and to the copyright for,
15 "Mitchell On-Demand."

16
17 9. MRIC has received a Certificate of Copyright Registration Number TX-5-104-618
18 (effective date February 7, 2000) from Register of Copyrights in the United States Copyright
19 Office for the 1999 version of the software. A copy of MRIC's certificate of copyright
20 registration for the 1999 version of "Mitchell On-Demand" is attached hereto as **Exhibit A**, and
21 is incorporated herein by reference.

22 10. At all times since its creation of "Mitchell On-Demand," MRIC has complied
23 with all federal laws governing copyrights, including the Copyright Act of 1976, 17 U.S.C. §§
24 101 *et seq.*, and it is currently the owner of all rights, title, and interests in and to the copyright
25 for "Mitchell On-Demand."
26

1 11. On April 1, 2009, MRIC filed a complaint in the U.S. District Court for the
2 Western District of Washington (Cause No. C08-0500 RSM), alleging copyright infringement
3 against C.J. Rutchey d/b/a Automotive Hobbyists Digital Online Library, www.ahdol.com
4 (“Rutchey”) (hereinafter the “First Lawsuit”). In the First Lawsuit, MRIC alleged that Rutchey
5 was using his Web site, www.ahdol.com, to sell unauthorized copies of information, primarily
6 wiring diagrams, that are contained in “Mitchell’s On-Demand.” MRIC obtained a default
7 judgment against Rutchey permanently enjoining his continued infringement and operation of the
8 Web site, and for money damages. A true and correct copy of the Default Judgment is attached
9 hereto as **Exhibit B**.
10

11 12. Notwithstanding the Judgment in the First Lawsuit, Rutchey refused to comply
12 with the Court’s permanent injunction. MRIC contacted Rutchey’s U.S. based web hosting
13 company, and demanded that the Web site be taken down in compliance with the Court’s
14 permanent injunction. The Web host provided Rutchey with 30 days notice of its intent to take
15 down his Web site. During the 30 day grace period, Rutchey registered a new domain name,
16 www.wiring-diagram.com, with a foreign domain name registrar. When the U.S. Web host took
17 down Rutchey’s Web site, www.ahdol.com, Rutchey opened his new Web site the same day,
18 using a foreign Web hosting company that not subject to U.S. jurisdiction. Web users who input
19 the old address, www.ahdol.com, are automatically forwarded to Rutchey’s new Web site,
20 www.wiring-diagram.com, which is identical to the old Web site, and continues to sell wiring
21 diagrams that infringe on MRIC’s copyrights. A true and correct copy of a screen print from the
22 infringing Web site www.wiring-diagram.com is attached hereto as **Exhibit C**.
23
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1 13. Although unknown to MRIC at the time it initiated the First Lawsuit, Kebel was
2 also an owner and operator of www.ahdol.com. All of the purchase transactions on
3 www.ahdol.com were processed through another Web site, www.paypal.com ("PayPal").
4 Records from PayPal indicate that Kebel was a joint operator of www.ahdol.com with Rutchey,
5 and that he continues to be an operator of the renamed Web site, www.wiring-diagram.com.
6 Money was deposited in Kebel's PayPal account for sales made through www.ahdol.com of
7 MRIC's copyrighted works. Kebel has made hundreds of cash withdrawals from that account
8 over this period of time. Kebel was also paid by Rutchey to assist him in transferring the Web
9 site to the new overseas Web host, and to continue operating the new Web site.
10

11 14. Kebel also has had several email addresses associated with www.ahdol.com and
12 www.wiring-diagram.com. PayPal records indicate that both Kebel and Rutchey are the owners
13 and operators of www.ahdol.com and www.wiring-diagram.com, and that they share bank
14 accounts associated with that PayPal account. Rutchey and Kebel also have an arrangement
15 under which they split the proceeds of certain payments made into their PayPal accounts related
16 to www.wiring-diagram.com. Kebel has been making payments to advertise www.wiring-
17 diagram.com on the google search engine.
18
19

20 15. On June 23, 2009, MRIC submitted an infringement report to PayPal pursuant to
21 the Web site's acceptable use policy, requesting that it discontinue processing transactions for
22 Rutchey and Kebel's Web sites. On or about July 2, 2009, Kebel objected to MRIC's
23 infringement allegations, certifying under penalty of perjury that he was the operator of
24 www.wiring-diagram.com.
25
26

1 16. Kebel had notice of MRIC's infringement claim against Rutchey from the
2 inception of the First Lawsuit. The home address Rutchey listed when he registered the domain
3 name for www.ahdol.com, is a parcel of vacant land owned by Kebel. MRIC sent process
4 servers to that address, and also to Kebel's home address, which was located across the street
5 from the vacant lot.
6

7 17. Based on the new information obtained by MRIC, it is apparent that Rutchey and
8 Kebel worked together since they originally began operating www.ahdol.com for the purpose of
9 selling unauthorized exact copies of information, primarily wiring diagrams, contained in
10 "Mitchell's On-Demand." In addition, since that time, Kebel has worked with Rutchey to avoid
11 enforcement of the original judgment and permanent injunction. By changing the web address
12 for their infringing Web site from www.ahdol.com to www.wiring-diagram.com, and by using
13 Kebel's name in place of Rutchey's, they have continued to sell infringing copies of MRIC's
14 works through www.wiring-diagram.com, and made it difficult for MRIC to convince third
15 parties such as PayPal to enforce the permanent injunction.
16
17

18 CAUSE OF ACTION

19 Copyright Infringement

20 18. MRIC re-alleges the allegations contained in Paragraphs 1-17.

21 19. Kebel's unauthorized copying and/or acquisition of information contained in
22 "Mitchell On-Demand," and his subsequent sales of copies thereof, constitute direct violations of
23 the exclusive reproduction and distribution rights conferred on MRIC by 17 U.S.C. § 106, and
24 thus constitute infringement of MRIC's copyrights in "Mitchell On-Demand" under 17 U.S.C. §
25 501(a).
26

1 20. Upon information and belief, Kebel knowingly and willfully disregarded and
2 infringed upon MRIC's copyrights in "Mitchell On-Demand" and continues to do so.

3 21. Upon information and belief, Kebel has earned profits from his unauthorized
4 copying and sale of information contained in "Mitchell On-Demand" in an amount that remains
5 to be determined. MRIC is entitled to such profits under 17 U.S.C. § 504(b).

6 22. Kebel's illicit activities have inflicted actual damages on MRIC in amounts that
7 remain to be determined. MRIC is entitled to recover its actual damages under 17 U.S.C. §
8 504(b).

9 23. Alternatively, MRIC is entitled to recover statutory damages in an amount not less
10 than \$750.00 and not more than \$150,000.00, pursuant to 17 U.S.C. § 504(c), for each instance
11 of Kebel's willful infringement of MRIC's copyrights.

12 24. Additionally, MRIC is entitled, under 17 U.S.C. § 505, to recover its costs and
13 reasonable attorney's fees that it has incurred as a result of Kebel's willfully infringing activities.

14 25. Furthermore, Kebel's distribution of unauthorized copies of information contained
15 on "Mitchell On-Demand" has caused (and, if not restrained, will continue to cause) irreparable
16 injury to MRIC, for which no adequate remedy at law exists. Thus, MRIC is entitled to
17 permanent injunctive relief under 17 U.S.C. § 502(a).

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20
21 **DEMAND FOR JURY**

22 26. MRIC hereby demands a trial by jury on all issues triable of right by a jury.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, plaintiff respectfully requests that the Court:

25 1. Award to it the profits that Kebel has earned through his infringing activities;
26

1 2. Award to it the actual damages that it has suffered as a result of Kebel's
2 infringement;

3 3. Alternatively award to it statutory damages of not less than \$750.00 and up to
4 \$150,000.00 for Kebel's willful infringement;

5 4. Award to it its costs (including reasonable attorneys' fees);

6 5. Under 17 U.S.C. § 503(a), order the impounding, during the pendency of this
7 action, of all unauthorized copies of "Mitchell On-Demand" heretofore made and/or sold by
8 Kebel, as well as all articles by means of which such copies have been or may be produced;
9

10 6. Enter an Order permanently enjoining Kebel (as well as his agents, servants,
11 employees, and attorneys, and those persons in active concert or participation with him who
12 receive actual notice of the order by personal service or otherwise) from copying, selling,
13 offering to sell, advertising the sale of, posting on any Web site, or making derivative works of
14 any works contained within or comprising "Mitchell On-Demand" software for which the
15 plaintiff holds the exclusive copyrights;
16

17 7. Order, upon conclusion of this matter, pursuant to its authority under 17 U.S.C. §
18 503(b), the destruction of all unauthorized copies of any works contained within or comprising
19 "Mitchell On-Demand" heretofore made and/or sold by Kebel, as well as all articles by means of
20 which such copies have been or may be produced; and
21

22 8. Award it such other relief as the Court may deem just and equitable.
23
24
25
26

1 DATED this 31st day of August, 2009.

2
3 GRAHAM & DUNN PC

4 By 

5 Daniel J. Oates, WSBA# 39334

6 Email: doates@grahamdunn.com

7 Kathleen T. Petrich, WSBA# 22143

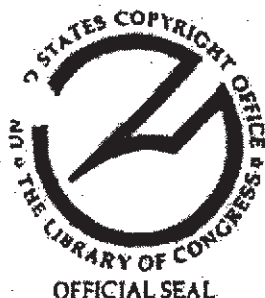
8 Email: kpetrich@grahamdunn.com

9 Michael G. Atkins, WSBA# 26026

10 Email: matkins@grahamdunn.com

11 Attorneys for Plaintiff

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
REGISTER OF COPYRIGHTS
United States of America

FORM TX
For a Nondramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

TX 5-104-618



EFFECTIVE DATE OF REGISTRATION

2 7 00
Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

ON-DEMAND COMPUTERIZED REPAIR INFORMATION SYSTEM 1983-99 DOMESTIC & IMPORT DVD

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼

Number ▼

Issue Date ▼

On Pages ▼

DVD99-4

2

a

NAME OF AUTHOR ▼

MITCHELL REPAIR INFORMATION COMPANY, LLC

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?

☒ Yes☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ▼

Domiciled in: USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ NoPseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP ENTIRE TEXT

Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ▼

Domiciled in: _____

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?

☐ Yes☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ▼

Domiciled in: _____

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ NoPseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

a

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1999

This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published.

(Month) ▼

Day ▼

Year ▼

DEC

3

1999

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

MITCHELL REPAIR INFORMATION COMPANY, LLC
14145 DANIELSON STREET
POWAY CA., 92064

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

FEB 07, 2000

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FEB 07, 2000

FUNDS RECEIVED

MORE ON BACK ▼

• Complete all applicable sections (numbers 1-5) on the reverse side of this page
• See detailed instructions.
• Sign the form at line 5

DO NOT WRITE HERE

Page 1 of 2

EXAMINED BY <u> </u>	FORM TX
CHECKED BY <u> </u>	
<input type="checkbox"/> CORRESPONDENCE	FOR
<input type="checkbox"/> Yes	COPYRIGHT
	OFFICE
	USE
	ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☒ This is a changed version of the work, as shown by space 5 on this application.

If your answer is "Yes," give: Previous Registration Number >

4 957 654

Year of Registration >

1999

5

DERIVATIVE WORK OR COMPILATION

Presenting Material Identify any preexisting work or works that this work is based on or incorporates.

PREVIOUS EDITION

a 6

See instructions before completing this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

ADDITIONAL TEXT & EDITORIAL REVISIONS

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account Name >

MITCHELL REPAIR INFO. CO.

DA 083135

a 7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt./City/State/ZIP >

MITCHELL REPAIR INFORMATION COMPANY, LLC
14145 DANIELSON STREET
POWAY CA., 92064

b

Area code and daytime telephone number > 888-724-6742 X6388

Fax number > 858-391-5247

Email > debbie.hickman@mitchellrepair.

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one >

☒ author☐ other copyright claimant☐ owner of exclusive rights☒ authorized agent of

MITCHELL REPAIR INFO. CO., LLC

Name of author or other copyright claimant, or owner of exclusive rights >

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date > If this application gives a date of publication in space 3, do not sign and submit it before that date.

DEBBIE HICKMAN

Date > 1/27/00

Handwritten Signature >

X

8

Certificate will be mailed in window envelope to this address:

Name >
MITCHELL REPAIR INFORMATION COMPANY, LLC
DEBBIE HICKMAN - TECHNICAL LIBRARIAN
Number/Street/Apt >
14145 DANIELSON STREET
City/State/ZIP >
POWAY CA., 92064

STAMPED

• Complete all necessary spaces

• Sign your application in space 8

• MAIL ALL APPLICATIONS IN THE SAME ENVELOPE

1. Application fee

2. Standard fee (if you are in touch or money order for \$5)

3. Payable to Register of Copyrights

4. Deposit material

5. MAIL TO

Library of Congress

Copyright Office

101 Independence Avenue, S.E.

Washington, D.C. 20558-6006

9

July 1,

1999,

the

RHS

fee to

form

is \$30.

*17 U.S.C. § 506(a): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 405, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

June 1999—200,000
WEB 05V: June 1999

U.S. GOVERNMENT PRINTING OFFICE: (1998-454879-4)

The Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MITCHELL REPAIR INFORMATION
COMPANY, LLC

Plaintiff,

vs.

C.J. RUTCHEY d/b/a AUTOMOTIVE
HOBBYISTS DIGITAL ONLINE LIBRARY

Defendant.

) No. C08-0500 RSM

)
) DEFAULT JUDGMENT

JUDGMENT SUMMARY

A.	Judgment creditor	Mitchell Repair Information Company, LLC
B.	Judgment debtor	C.J. Rutchey d/b/a Automotive Hobbists Digital Online Library
C.	Nonmonetary Relief	Injunction prohibiting defendant from engaging in, or inducing, future infringement of plaintiff's copyrights
D.	Principal judgment amount	\$30,000.00
E.	Attorneys' Fees	\$13,109.60
F.	Costs	\$975.40
G.	Total	\$44,085.00
H.	Principal judgment shall bear interest at 1.25% per annum pursuant to 28 U.S.C. § 1961.	
I.	Attorneys for judgment creditor	Kathleen T. Petrich

DEFAULT JUDGMENT -- 1

No. C08-0500 RSM

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GRAHAM & DUNN PC
Pier 70, 2801 Alaskan Way ~ Suite 300
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(206) 624-8300/Fax: (206) 340-9599

Michael G. Atkins
Daniel J. Oates
Graham & Dunn, PC
Pier 70
2801 Alaskan Way #300
Seattle, WA 98121

THIS MATTER came before this Court on plaintiff Mitchell Repair Information Company, LLC's ("Mitchell Repair") motion for default judgment. In light of this Court's entry of default against and defendant C.J. Rutchev, d/b/a Automotive Hobbists Digital Online Library (the "defendant") for failing to answer or otherwise defend in this action (Dkt. No. 14), and having considered the following:

1. Mitchell Repair's motion for entry of default judgment;
2. The Declaration of Michael G. Atkins in support of plaintiff's motion for default judgment (attorneys' fees and costs) and the exhibits attached thereto; and
3. The Declaration of Trent M. Johnson in support of plaintiff's motion for default judgment (attorneys' fees and costs) and the exhibits attached thereto;

The Court enters the following Findings of Fact, Conclusions of Law and Default Judgment.

FINDINGS OF FACT

The Court makes the following findings of fact with regard to the plaintiff's attorney fee request pursuant to 17 U.S.C. § 505:

In its Complaint, Mitchell Repair alleged defendant, without authorization, copied or acquired large portions of plaintiff's wiring diagrams and computer software, and subsequently sold copies of such information through his commercial internet website. Defendant's actions constitute willful infringement of plaintiff's copyrights, in violation of the Copyright Act.

DEFAULT JUDGMENT -- 2

No. C08-0500 RSM
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Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

ORDER

The Court being otherwise fully advised in the premises, NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiff's motion for an order of Default Judgment is GRANTED;

It is further ORDERED, ADJUDGED AND DECREED that this Default Judgment entitles plaintiff to the following relief:

1. Defendant, and all persons acting within his control or direction, is hereby permanently enjoined from making, selling, offering for sale, or otherwise infringing contributing to the infringement of, and/or inducing the infringement of any of plaintiff's copyrighted diagrams, schematics, or software, including but not limited to the "Mitchell On-Demand Computerized Repair Information System";

2. Defendant shall return to plaintiff all unauthorized copies of plaintiff's copyrighted materials that are within defendant's custody or control, if any, and shall notify plaintiff immediately of any and all information that comes to his attention regarding any attempt by a third party to make, sell, or offer to sell such copyrighted materials;

3. Defendant shall bear plaintiff's costs incurred in bringing this action in the amount of \$975.40;

4. Defendant shall bear plaintiff's reasonable attorneys' fees incurred in bringing this action in the amount of \$13,109.60;

5. Defendant shall pay \$30,000.00 in statutory damages in connection with defendant's willful violation of the Copyright Act of 1976, 17 U.S.C. § 504(c)(1);

6. Defendants shall pay \$___0___ in exemplary damages. Pursuant to 17 U.S.C. § 504(c)(2), the copyright owner has the burden of proving that exemplary damages are justifiable. Here, no such showing was made.

//

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DEFAULT JUDGMENT -- 4

No. C08-0500 RSM
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1 7. The amounts awarded in this Judgment shall bear interest at the statutory rate of
2 1.25% per annum until paid in full pursuant to 28 U.S.C. § 1961.

3 DONE IN OPEN COURT this _21_ day of October, 2008.
4
5
6

7 

8 RICARDO S. MARTINEZ
9 UNITED STATES DISTRICT JUDGE
10
11
12

13 Presented by:

14 GRAHAM & DUNN PC
15

16 By /s/ Michael G. Atkins

Michael G. Atkins, WSBA# 26026

Email: matkins@grahamdunn.com

Kathleen T. Petrich, WSBA# 22143

Email: kpetrich@grahamdunn.com

Attorneys for Mitchell Repair Information Company, LLC
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DEFAULT JUDGMENT -- 5

No. C08-0500 RSM

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Manufacturer diagrams are available for passenger vehicles and light trucks sold in North America from about 1960 until 2008.

Diagnostic and Repair Guides are available for passenger vehicles and light trucks sold in North America from about 1990 until 2007.

For vehicles sold outside of North America - please email us at info@wiring-diagram.com to check on the availability of factory wiring diagrams for your vehicle.



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